

leaving issue, using words similar to those contained in the Wills Act, s. 33 (10 Edw. VII. c. 57, s. 37 (Ont.)), but Eady, J., held that the provisions of that section only apply to gifts to issue of a testator, and are inapplicable to gifts to collateral relatives.

CONTRACT—COVENANT BY COVENANTOR WITH HIMSELF AND OTHERS
—JOINT CONTRACT—LEASE—ASSIGNEE—COVENANT RUNNING
WITH LAND.

Napier v. Williams (1911) 1 Ch. 361. This was an action brought by lessors against the assignee of a lease to obtain a declaration that the assignees were bound by certain covenants in the lease, and held the premises subject thereto. The premises formed part of the estate of a testator who by his will authorized his trustees to lease them to his son Carlton Roberts, if he desired, the lease to contain covenants to repair and other usual covenants. Carlton Roberts elected to take a lease which was accordingly made for 21 years to Carlton Roberts, his executors, administrators and assigns, he himself being one of the trustees, and he thereby covenanted with himself and his co-trustees to repair, etc. He entered into possession, and carried on business for a certain number of years, when he assigned the lease to a company. The company issued debentures secured by a trust deed, which included the lease, and the action was against the debenture trustees. The defendants had never been in possession, and contended that the covenantor being himself one of the covenantees, the covenants in the lease were void and were, therefore, not binding on the defendants. Warrington, J., held that there was no ground for rectification of the lease so as to make the covenant joint and several, or for holding that the defendants were to be deemed tenants from year to year, because the lease was not void in law; but the covenants being by one person with himself and others jointly (following *Ellis v. Kerr* (1910) 1 Ch. 529, noted ante, vol. 46, p. 420, were void; consequently there was no covenant which could run with the land and impose any personal liability on the defendants. The action, therefore, failed.

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—PUBLICATION AFTER TERMINATION OF AGREEMENT—INJUNCTION—FINE ARTS COPYRIGHT ACT, 1862 (25-26 VICT. c. 68),
ss. 1, 4, 6, 11.

Bowden v. Amalgamated Pictorials (1911) 1 Ch. 386. In this case the plaintiffs were proprietors of photographs, some of which